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Attorneys for Creditor and Respondent  
FORD MOTOR CREDIT COMPANY

UNITED STATES BANKRUPTCY COURT

Southern District of California

In re

ANTOINETTE DUMONT,

Debtor.

CASE NO. 06-00980 JM

CHAPTER 7

**EVIDENTIARY OBJECTIONS TO  
DECLARATION OF ANTOINETTE  
DUMONT FILED IN SUPPORT OF  
DEBTOR'S APPLICATION FOR ORDER  
TO SHOW CAUSE FOR CONTEMPT OF  
AUTOMATIC STAY UNDER 11 USC § 362;  
BANKRUPTCY DISCHARGE UNDER 11  
USC § 524 AND 11 USC § 105; AND DRA  
PROVISIONS OF 11 USC § 526; OTHER  
STATE AND FEDERAL RELIEF;  
REQUEST FOR ATTORNEYS FEES AND  
COSTS**

ANTOINETTE DUMONT,

Petitioner.

Date: March 1, 2007

Time: 10:30 a.m.

Dept: 1, Room 218

THE HONORABLE JAMES W. MEYERS

vs.

FORD MOTOR CREDIT,

Respondent.

Respondent FORD MOTOR CREDIT COMPANY, ("FMCC") hereby submits the following

Objections to Evidence presented in the Declaration of Antoinette Dumont (hereinafter

1 “Declaration”) filed in the above-captioned matter on February 5, 2007.

2 1. At Page 4, Lines 8-9, of the Declaration, Dumont states: “The sales person stated that  
3 because my loan with Ford Credit was still ‘open’ that my ‘available credit’ was high.”

4 *Objection:* FMCC objects to the introduction of this statement because it is inadmissible  
5 hearsay evidence. This statement is an out of court statement offered for the truth of the matter  
6 asserted therein, and does not fall within any enumerated exceptions to the hearsay rule and as such  
7 is inadmissible pursuant to F.R.E. 802.

8 2. At Page 4, Lines 17-19, of the Declaration, Dumont states: “On November 25, 2005,  
9 Ford sent to me a “Notice of Our Plan to Sell Property.” It further states I was in default because,  
10 “You filed Bankruptcy. You did not reaffirm and the debt has been discharged.”

11 *Objection:* FMCC objects to the introduction of this statement because it is inadmissible  
12 hearsay evidence. This statement is an out of court statement offered for the truth of the matter  
13 asserted therein, and does not fall within any enumerated exceptions to the hearsay rule and as such  
14 is inadmissible pursuant to F.R.E. 802. Additionally, this statement is not the best evidence of the  
15 contents of the document referred to as the “Notice of Our Plan to Sell Property” and said document  
16 speaks for itself. Moreover, Debtor does not properly authenticate the document which is the subject  
17 of this statement. (See F.R.E. 901).

18 3. At Page 4, Lines 20-22, of the Declaration, Dumont states: “The notice further  
19 provides that ‘You may not cure the default and reinstate the contract because...you filed for  
20 Bankruptcy. You did not reaffirm and the debt has been discharged.”

21 *Objection:* FMCC objects to the introduction of this statement because it is inadmissible  
22 hearsay evidence. This statement is an out of court statement offered for the truth of the matter  
23 asserted therein, and does not fall within any enumerated exceptions to the hearsay rule and as such  
24 is inadmissible pursuant to F.R.E. 802. Additionally, this statement is not the best evidence of the  
25 contents of the document referred to as the “Notice of Our Plan to Sell Property” and said document  
26 speaks for itself. Moreover, Debtor does not properly authenticate the document which is the subject  
27 of this statement. (See F.R.E. 901).

28 4. At Page 4, Lines 23-26, of the Declaration, Dumont states: “According to the Notice,

1 my only recourse to the vehicle was thru Redemption. The Notice stated that I may redeem the  
 2 vehicle within 20 days provided the entire unpaid contract balance of \$6,351.43 and 'retaking'  
 3 expenses of \$370.00 for a total of \$6,721.43, was paid (plus expenses incurred and less rebate  
 4 received after the date of this notice which are not itemized)."

5 *Objection:* FMCC objects to the introduction of this statement because it is inadmissible  
 6 hearsay evidence. This statement is an out of court statement offered for the truth of the matter  
 7 asserted therein, and does not fall within any enumerated exceptions to the hearsay rule and as such  
 8 is inadmissible pursuant to F.R.E. 802. Additionally, this statement is not the best evidence of the  
 9 contents of the document referred to as the "Notice of Our Plan to Sell Property" and said document  
 10 speaks for itself. Moreover, Debtor does not properly authenticate the document which is the subject  
 11 of this statement. (See F.R.E. 901).

12 DATED: February 21, 2007

**COOKSEY, TOOLEN, GAGE, DUFFY & WOOG**

13 By:   
 14 \_\_\_\_\_

15 DAVID M. GOODRICH

16 Attorneys for Creditor and Respondent  
 17 FORD MOTOR CREDIT COMPANY  
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**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am employed in the county of Orange, State of California. I am over the age of eighteen and not a party to the within action; my business address is 535 Anton Boulevard, 10th Floor, Costa Mesa, California 92626-1947.

On **February 22, 2007**, I served the foregoing document described as **OBJECTIONS TO EVIDENCE PRESENTED IN DECLARATION OF ANTOINETTE DUMONT FILED FEBRUARY 5, 2007** on the following parties in this action by first-class mail by placing a true copy(s) thereof enclosed in a sealed envelope(s) addressed as follows:

**DEBTOR(S):**

ANTOINETTE DUMONT  
237 Tamarack Avenue, #E  
Carlsbad, CA 92008

**ATTORNEY FOR DEBTOR(S):****VIA DHL OVERNIGHT EXPRESS**

MICHAEL G. DOAN, ESQ.  
2850 Pio Pico Drive, Suite D  
Carlsbad, CA 92008

**TRUSTEE:**

RICHARD M. KIPPERMAN  
P.O. Box 3939  
La Mesa, CA 91944-3939

**U.S. Trustee**

Department of Justice  
402 W. Broadway, Suite 600  
San Diego, CA 92101

I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

**I DECLARE** that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on **February 22, 2007**, at Costa Mesa, California

  
Barbra A Spillman